

AFTER RECORDING,
RETURN TO:
City of Frisco, Texas
5101 Frisco Square Blvd
5th Floor
Frisco, Texas 75034

STATE OF TEXAS

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ANNEXATION AGREEMENT

COUNTY OF DENTON

This Annexation Agreement ("Agreement") is made and entered into as of this 18th day of August, 2009, ("Effective Date") by and between the City of Frisco, Texas, ("City") and Dolores Marie Meehan Veninga, acting by and through the Guardian of her Estate, Francis Veninga, Ann Marie Veninga Kramer, Karen H. Veninga Driscoll, Louise Ann Veninga Zaricor Children's Trust, Francis Veninga, Trustee, Frederick William Veninga, Jr. and the Veninga Children's Trust, Karen H. Veninga Driscoll, Trustee (collectively, "Owner") on the terms and conditions hereinafter set forth.

WHEREAS, Owner owns approximately 40.569 acres, more or less, situated in the E. B. Hawkins Survey, Abstract No. 581, Denton County, Texas, which is more particularly described in *Exhibit "A"*, attached hereto and incorporated herein for all purposes ("Property"); and

WHEREAS, City and the Owner desire that the property be developed as set forth herein; and

WHEREAS, pursuant to Section 43.035 of the Texas Local Government Code, City desires to annex certain lands including the Property; and

WHEREAS, pursuant to Section 212.172 of the Texas Local Government Code, City is authorized to make a written contract with an owner of land that is located in the extraterritorial jurisdiction of the municipality for purposes set forth in that section; and

WHEREAS, the parties desire to agree on the matters set forth in this Agreement pursuant to Section 212.172 of the Texas Local Government Code and for the purposes set forth in that section.

NOW, THEREFORE, in consideration of the mutual benefits and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Owner agree as follows:

1. Land Subject to Agreement. The land that is subject to this Agreement is the Property. Owner represents that it is the sole owner of the Property.

2. Use and Development. The use and development of the Property before and after annexation shall conform to all City ordinances, rules, regulations and requirements, as they exist, may be amended or in the future arising, applicable to the development and use of the Property. Prior to annexation, the Property shall be developed as if it has been designated with agricultural zoning. The barn and shed existing on the Property on the Effective Date of this Agreement shall be deemed legal nonconforming uses and/or structures as defined and regulated under Article I, Section 10 of the Comprehensive Zoning Ordinance, as it exists or may be amended.

3. Annexation and Zoning. City will not annex the Property, unless requested to do so by Owner, during the term of this Agreement provided that Owner complies with the terms and conditions of this Agreement. The parties agree that City, in its sole discretion, shall determine whether Owner is in compliance with the Agreement and whether it will approve annexation of the Property. Simultaneously with the termination of this Agreement City and Owner agree that City may, in its sole discretion, initiate annexation proceedings for the Property.

4. Impact Fees. The Property shall be subject to impact fees adopted by Ordinance No. 05-07-53, as it exists or may be amended.

5. Other Development Fees. City ordinances covering park dedication and/or payment in lieu of dedication of land, utility rates, permit fees and the like are not affected by this Agreement and shall be applied to the Property in the same manner as any other Property located within City's corporate boundaries. Further this Agreement does not waive or limit any of the obligations of Owners to City under any other ordinance, whether now existing or in the future arising.

6. Term. This Agreement is an agreement authorized by Section 212.172 of the Texas Local Government Code. The term of this Agreement shall be five (5) years from the effective date. The term of this Agreement shall not be affected by the fact that some or all of the Property is annexed into the corporate limits of City.

7. Default. If any party breaches any of the terms of this Agreement, then that party shall be in default ("Defaulting Party") of this Agreement ("Event of Default"). If an Event of Default occurs, the non-defaulting party shall give the Defaulting Party written notice of such Event of Default, and if the Defaulting Party has not cured such Event of Default within thirty (30) days of said written notice, this Agreement is breached. Each party is entitled to all remedies available to it at law or in equity.

8. Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained below:

City: City of Frisco
5101 Frisco Square Blvd., 5th Floor
Frisco, Texas 75034
Attn: City Manager

With copy to: Rebecca Brewer
Abernathy, Roeder, Boyd & Joplin, P.C.
1700 Redbud Blvd.
Suite 300
P.O. Box 1210
McKinney, TX 75070-1210

Owner: Dolores Marie Meehan Veninga
Ann Marie Veninga Kramer
Karen H. Veninga Driscoll
Louise Ann Veninga Zaricor Children's Trust
Frederick William Veninga, Jr.
Francis David Veninga
The Veninga Children's Trust
Veninga Investment Company
c/o Dr. Francis Veninga
6315 Glendora Avenue
Dallas, Texas 75230

9. Miscellaneous.

(a) Assignment. This Agreement is assignable. If all or any portion of the Property is transferred, sold or conveyed, the Owner shall give notice immediately to City of the name, address, phone number and contact person of the person or entity acquiring an interest in the Property. This Agreement shall run with the land and shall be binding on and inure to the benefit of the Owners' successors and assigns.

(b) Compliance with Ordinances. Except as provided for in this Agreement, the parties agree that the Owners shall be subject to all ordinances of City. All construction will be in accordance with applicable ordinances and regulations of City, whether now existing or in the future arising.

(c) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto.

(d) Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.

(e) Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

(f) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

(g) Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

(h) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

(i) Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid illegal or unenforceable provision had never been contained herein.

(j) Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

(k) Sovereign Immunity. The parties agree that City has not waived its sovereign immunity by entering into and performing their respective obligations under this Agreement.

(l) Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

(m) Incorporation of Recitals. The Recitals above are incorporated herein as if repeated verbatim.

(n) No Chapter 245 Permit. This Agreement, and any requirement contained in this Agreement, shall not constitute a "permit" as defined in Chapter 245, Texas Local Government Code. **THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS**

AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.

CITY OF FRISCO, TEXAS

By: _____
George Purefoy, City Manager

ATTEST:

Jenny Page, City Secretary

OWNER:

Dolores Marie Meehan Veninga,
acting by and through the Guardian of her
Estate, Francis Veninga

Ann Marie Veninga Kramer

Ann Marie Veninga Kramer
✓

Karen H. Veninga Driscoll

Louise Ann Veninga Zaricor Children's Trust

By: _____
Francis Veninga, Trustee

Frederick William Veninga, Jr.

The Veninga Children's Trust

By: _____
Karen H. Veninga Driscoll, Trustee

STATE OF TEXAS §
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COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **George Purefoy**, City Manager of the City of Frisco, Texas, being the person whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for **City of Frisco, Texas**, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of
_____, 2009.

Notary Public in and for the State of Texas
My Commission Expires:

STATE OF TEXAS §
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COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **Dolores Marie Meehan Veninga**, acting by and through the Guardian of her Estate, **Francis Veninga**, being the person whose name is subscribed to the foregoing instrument; he acknowledged to me that he is the duly authorized representative for **Dolores Marie Meehan Veninga**, and he executed said instrument for the purposes and consideration therein expressed.

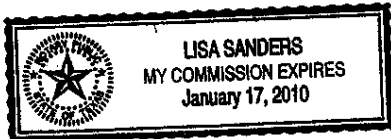
GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of
_____, 2009.

Notary Public in and for the State of Texas
My Commission Expires:

STATE OF TEXAS §
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COUNTY OF Williamson

BEFORE ME, the undersigned authority, on this day personally appeared **Ann Marie Veninga Kramer**, being the person whose name is subscribed to the foregoing instrument; she acknowledged to me that she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of August, 2009.



Lisa Sanders
Notary Public in and for the State of Texas
My Commission Expires:
1-17-2010

STATE OF TEXAS §
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COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **Karen H. Veninga Driscoll**, being the person whose name is subscribed to the foregoing instrument; she acknowledged to me that she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2009.

Notary Public in and for the State of Texas
My Commission Expires:

STATE OF TEXAS §
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COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **Francis Veninga, Trustee for the Louise Ann Veninga Zaricor Children's Trust**, being the person whose name is subscribed to the foregoing instrument; he acknowledged to me that he is the duly authorized representative for the **Louise Ann Veninga Zaricor Children's Trust**, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2009.

Notary Public in and for the State of Texas
My Commission Expires:

STATE OF TEXAS §
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COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **Frederick William Veninga, Jr.**, being the person whose name is subscribed to the foregoing instrument; he acknowledged to me that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2009.

Notary Public in and for the State of Texas
My Commission Expires:

STATE OF TEXAS §
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COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **Karen H. Veninga Driscoll, Trustee for The Veninga Children's Trust**, being the person whose name is subscribed to the foregoing instrument; she acknowledged to me she is the duly authorized representative for **The Veninga Children's Trust**, and she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2009.

Notary Public in and for the State of Texas
My Commission Expires:

Exhibit "A"
Description and Depiction of Property
(1 page attached)